

Upon recording, return to:
Dunlap & Shipman, P.A.
2063 County Highway 395
Santa Rosa Beach, FL 32459

AMENDMENT TO USE RESTRICTIONS
FOR WATERCOLOR COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT is made this as of July 30, 2020 by WaterColor Community Association, Inc.'s Board of Directors

WITNESSETH

WHEREAS, the First Amended and Restated Declaration of Covenants, Conditions and Restrictions of WaterColor ("Declaration") was recorded in Book 2931, Page 802, *et seq*, Official Records of Walton County, Florida;

WHEREAS, pursuant to Section 3.4(a) of the Declaration, the Board of Directors may amend Use Restrictions as initially set forth in Exhibit C of the attachments to the Declaration;

WHEREAS, the Board of Directors previously amended Sub-Section (s) of Exhibit C at Book 2943, Page 2482 of the Official Records of Walton County, Florida, concerning the use of Low Speed Vehicles in the WaterColor Community;

WHEREAS, the Board of Directors desires to further amend Sub-Section (s) and to amend Sub-Section (t) concerning Electric Bicycles; and

WHEREAS, at a duly-noticed meeting held on July 30, 2020 in accordance with Section 3.4(a) of the Declaration, a majority of the Board has approved the following amendments to the Use Restrictions;

NOW, THEREFORE, pursuant to the powers provided to the Board of Directors for amending Use Restrictions within WaterColor, the Board of Directors of the WaterColor Community Association hereby amends the restrictions contained in Exhibit "C" to the Declaration to read as follows:

(s) USE OF GOLF CARTS/LOW SPEED VEHICLES (LSV's)

WaterColor Community Association (the "Association") prohibits the operation of Low Speed Vehicles, as described in Florida Statutes § 320.01(41) as "any four-wheeled electric vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour..." and Golf Carts, as described in Florida Statutes § 320.01(22) as "a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour" on the private roads of the Watercolor community unless registered and operated in accordance with the rules and regulations adopted by the Association as may be amended from time to time. As used herein, the term "LSV" shall include Low Speed Vehicles and Golf Carts, and any equivalent passenger vehicles as determined by the Board of Directors.

RULES AND REGULATIONS FOR OPERATION OF LSVs ON THE PRIVATE ROADS IN WATERCOLOR

1. All LSVs must be licensed with a state-issued tag, be insured and meet all guidelines of Florida Statutes § 316.2122 at the time of registration or renewal of registration.
2. All LSVs must be equipped with headlamps, stop lamps, turn signals, tail lamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers. Seat belts must be worn at all times by any individual 12 years old and under.
3. A numbered annual registration sticker, or decal, and a LSV Policy sticker shall be issued and must be affixed in the lower left hand corner of the front windshield. Any unregistered LSV found on property must be registered immediately. If the LSV is not able to be registered or the owner/operator does not agree to the registration requirements, then the LSV must be removed from the property immediately. By registering an LSV with the WaterColor Association, the Owner of the LSV acknowledges receipt of and agreement to comply with these guidelines, including consenting to the Association's right to impound a vehicle.
4. Any person operating an LSV on the private roads in WaterColor must have in his/her possession a valid driver's license.
5. The vehicle must have a high profile roofline to provide visibility for other vehicles.
6. The driver of the vehicle must at all times comply with all state and local traffic laws, and park only in designated vehicle parking spaces within the community
7. The bridge across Western Lake, and the pathway systems throughout the community are intended for pedestrian and bicycle traffic only and are not to be used by LSVs.
8. Only LSVs that are manufacturer's standard colors and styles and meet the following specifications may be permitted.

LSV Specifications:

(6) Six Passenger Model Specs (cannot be exceeded)

Overall length 138 inches
Overall width 56 inches
Overall height 76 inches
Wheelbase 126 inches

(4) Four Passenger Model Specs (cannot be exceeded)

Overall length 118 inches
Overall width 50 inches
Overall height 72 inches
Wheelbase 77.5 inches

(2) Two Passenger Model Specs (cannot be exceeded)

Overall length 112 inches
Overall width 50 inches
Overall height 72 inches
Wheelbase 66 inches

Speed

Cannot exceed posted speed limits.

NO CUSTOMIZATION IS PERMITTED.

9. All passengers must be seated while the LSV is moving.
10. The vehicle and the plan for storage of the vehicle on the owner's lot is subject to initial and ongoing review and approval by the Association. The vehicle must be parked and stored on the owner's homesite in such a manner as to not detract from the appearance of the homesite. Parking of the LSV on the homesite must be in one of the parking spaces required on the homesite pursuant to the Design Review Guidelines. The LSV shall not be grounds for any additional parking spaces on the homesite.
11. Only one (1) LSV may be registered for any single residence in WaterColor.
12. The application form for LSV registration is available from the Association and requires the following:
 - Payment of an annual registration fee. Currently the annual registration fee is \$50.00.
 - Make, model number, and color picture of proposed LSV together with color choice sample.
 - Detail of plan for storage of LSV on owner's lot including a plan for electrical hook-up needed for charging of LSV
 - A copy of the vehicles insurance policy naming the WaterColor Community Association, Inc. as an additional insured. Minimum insurance coverage requirements are \$1,000,000.00 single limit. Only drivers covered by the insurance policy filed with the Association may operate the LSV on WaterColor property. It is the responsibility of the LSV owner to obtain proper insurance. In the event the insurance coverage on file

expires, registration of the LSV will automatically be suspended until such time as a current policy is filed with the Association.

- Evidence that the LSV is either (i) owned by a person or entity that owns property within the WaterColor Community, or (ii) owned by a company authorized by the Association to rent LSV's within the WaterColor Community. The owner of any LSV operating on WaterColor property must execute a hold harmless and indemnity agreement with the WaterColor Association.
- The names of all persons authorized to drive the LSV on WaterColor property and a copy of their drivers licenses must be provided to the Association at the time of registration and kept updated by the owner. No person may operate an LSV on WaterColor property whose name and copy of their driver's license has not been filed with the Association.

13. The following schedule of fines are hereby adopted and imposed as penalties for violation of these rules:

FINE SCHEDULE	FINE
Illegal Parking	\$100.00
Running a Stop Sign	\$50.00
Speeding	\$100.00
Unsafe Operation	\$100.00
Driving without a Valid Drivers License	\$100.00
Overloaded Vehicle	\$100.00

Pictures bearing the date and time they were taken which (i) clearly identify the LSV and its registration and (ii) illustrate a violation of this policy shall be sufficient evidence to support the imposition of a fine. The failure to pay any fine within 10 days will result in a suspension of the offending vehicle's registration.

14. Rescission of LSV Privileges. Any owner or immediate family member who takes actions to prevent security from impounding a LSV pursuant to this policy shall have their LSV privileges automatically rescinded for a period of one calendar year. The Association Manager, in his or her sole and absolute discretion, may rescind LSV privileges if two (2) or more Violations are charged to the same registration within any twelve (12) month period.

Rescission of privileges includes the owner, the owner's immediate family and all guests. Rescission of privileges includes the existing LSV and any other LSV owned or rented by the owner or the owner's immediate family. Upon rescission of LSV privileges, the LSV must be removed from the property within forty-eight (48) hours. Any LSV left on the property more than forty-eight (48) hours after notification of rescission of privileges may be towed or impounded at the Owner's expense. The Association may also pursue appropriate legal action, including but not limited to injunctive relief, to enforce this or any other section of the LSV Policy.

15. In addition to the fines imposed above, The Association may impound any LSV found within the WaterColor Community that is not, parked or operated in accordance with these rules.
16. Any LSV operated by an individual without a valid driver's license will be impounded immediately and, upon the first offense, be taken to a holding area and stored for one week if the owner is a homeowner or, if the operator is a renter, for the remainder of the duration of the renter's stay, whichever is longer. Upon the second offense of operation without a valid driver's license an owner's privilege of obtaining a registration under this policy shall be revoked for a period of one year.
17. Any LSV found within Watercolor that does not display a valid registration issued pursuant to this policy will be impounded and stored until it can be removed from WaterColor by its owner.
18. Any LSV previously registered with the Association under any policy which may have previously existed shall be granted a period of 60 days to bring that registration into compliance with these rules. No additional fee will be charged for amending any such registration to bring it into compliance.

Rental Vehicles

- 1) **All operators must have a valid driver's license on their person at all times.**
- 2) **All rental LSVs must be registered with the vendor appointed from time to time by the Board of Directors (the "Company").**
- 3) The Company will limit the number of rental LSVs leased to WaterColor addresses to 60 at any one time. Failure to comply will result in revocation of the licensing agreement with the Community. The Board of Directors may, by resolution, raise or lower this maximum number of LSVs.
- 4) The rental LSVs delivered to WaterColor may display the name of the Company and phone number only. No other advertising is permitted.
- 5) All LSVs will be delivered to a location designated by the Association. The Company may not deliver any vehicles within WaterColor Neighborhoods. All vehicles must be driven from and returned to the designated delivery site.
- 6) Vehicles may not be rented to a home site that does not have an appropriate area and exterior electrical socket to charge the vehicle. The Company is responsible for verifying that the home has an appropriate charging area.
- 7) Only one vehicle per home site is allowed.
- 8) The Company is responsible for collecting all fines assessed by the Association against its customers.
- 9) The Company must structure its contract with the renters so the contract may be terminated at any time if it becomes necessary for the Association to request that a vehicle be removed.
- 10) The Association will be named as an additional insured on the Company's insurance policy.
- 11) All passengers in a LSV must remain seated at all times.
- 12) The number of passengers on a LSV cannot exceed the number of seats on a LSV.

- 13) Operation of LSVs is restricted to streets. LSVs may not be driven on sidewalks, grassy areas or sand dunes.
- 14) Speed limit and **STOP** signs must be obeyed, as well as common rules of the road.
- 15) Failure to observe the Association rules and reckless operation of a LSV will result in fines as allowed by the Association documents and the Company will be called to remove the LSV from the property.

WaterColor Community Association may:

- **Amend this Policy at any time.**
- **Revoke the LSV use privileges of any person who violates this Policy.**
- **Further limit or prohibit LSV operation within WaterColor.**
- **Require that LSVs be purchased and/or maintained only by vendors approved by the Association.**

WaterColor Community Association shall not be liable for any accident involving the use of a LSV due to permission granted to operate it by this policy.

(t) Use of Motorcycles, Motor Scooters, and Other Similar Vehicles. The use or operation of motorcycles, mopeds, motor scooters, motorized bicycles, and motorized skateboards, or other similar vehicles (as the Board may specifically identify, in its discretion) is prohibited within WaterColor.

Bicycles with an electric helper motor which is capable of propelling the vehicle to no more than 20 miles per hour, as defined in § 316.003(22)(a) and § 316.003(22)(b), Fla. Stat. (“electric bicycles”), are permitted, subject to the rules set forth below. All other electric bicycles are prohibited.

ELECTRIC BICYCLE RULES

1. No person under the age of 16 may operate or ride upon an electric bicycle.
2. No electric bicycles may be used on a nature trail or pedestrian path.
3. Electric bicycles must yield to pedestrians at all times.
4. Each operator of an electric bicycle is responsible for obeying all applicable traffic rules and operating the electric bicycle in a safe and responsible manner.
5. All electric bicycles must be registered in accordance with the Electric Bicycle Registration Policy and must conform to all general laws pertaining to electric bicycles.
6. The Board of Directors may amend these restrictions or adopt additional restrictions regarding the use and operation of electric bicycles at any time.

ELECTRIC BICYCLE REGISTRATION POLICY

1. All electric bicycles must be registered in advance with the Association or a third-party vendor that has been approved by the Association.
2. The application form for electric bicycle registration is available from the Association and requires the following:
 - Payment of an annual registration fee. Currently the registration fee is \$50.00 initially, and \$10.00 for each annual renewal.
 - Make and color picture of proposed electric bicycle.
 - Evidence that the electric bicycle is either (i) owned by a person or entity that owns property within the WaterColor Community, or (ii) owned by a company authorized by the Association to rent electric bicycles within the WaterColor Community, or (iii) owned by a renter of a Watercolor property.
3. The following schedule of fines are hereby adopted and imposed as sanctions for violation of community rules:

FINE SCHEDULE	FINE
Illegal Parking	\$100.00

Running a Stop Sign	\$50.00
Speeding	\$100.00
Unsafe Operation (including use of motor on paths or trails)	\$100.00
Underage Operation	\$100.00

The failure to pay any fine within 10 days will result in a suspension of the offending electric bicycle's registration.

4. Rescission of electric bicycle privileges. The Association Manager, in his or her sole and absolute discretion, may rescind electric bicycle privileges if two (2) or more violations are charged to the same registration within any twelve (12) month period. Rescission of privileges includes the owner, the owner's immediate family and all guests. Rescission of privileges includes the existing electric bicycle and any other electric bicycle owned or rented by the owner or the owner's immediate family. Upon rescission of electric bicycle privileges, the electric bicycle must be removed from the property within forty-eight (48) hours.
5. Any electric bicycle found within Watercolor that does not display a valid registration issued pursuant to this policy will be impounded and stored until it can be removed from WaterColor by its owner.
6. Any electric bicycle which may have previously existed within WaterColor shall be granted a period of 60 days to register in compliance with these rules.
7. Rentals
 - (1) All rental electric bicycles must be registered with the vendor appointed from time to time by the Board of Directors (the "Company").
 - (2) The rental electric bicycles delivered to the Community may display the name of the Company and phone number only. No other advertising is permitted.
 - (3) All electric bicycles will be delivered to a location designated by the Community. The rental company may not deliver any vehicles within WaterColor Neighborhoods.
 - (4) The rental company is responsible for collecting all fines assessed by the Community against its customers.
 - (5) The rental company must structure their contract with their renters so it may be terminated at any time if it becomes necessary for the Association to request that a vehicle be removed.
 - (6) The Association will be named as an additional insured on the Company's insurance policy.
 - (7) Failure to observe the Association rules, or other reckless operation of an electric bicycle, will result in fines as allowed by the Association documents and the Company will be called to remove the electric bicycle from the property.

WaterColor Community Association may:

- **Amend this Policy at any time.**
- **Revoke the electric bicycle use privileges of any person who violates this Policy.**
- **Further limit or prohibit electric bicycle operation within WaterColor.**
- **Require that electric bicycles be purchased and/or maintained only by vendors approved by the Association.**

WaterColor Community Association shall not be liable for any accident involving the use of an electric bicycle due to permission granted to operate it by this Policy.

The balance of Exhibit "C", Initial Use Restrictions, are not affected by this Amendment.

(Signatures on next page)

The undersigned officer hereby certifies that this Amendment was adopted by the Watercolor Community Association, Inc. Board of Directors at a duly-noticed Board of Directors meeting on July 30, 2020 in accordance with the authority set forth above.

**WaterColor Community Association, Inc.
a Florida non-profit corporation**

By: [Signature]

Print Name: Jacob Marshall

By: [Signature]

Print Name: Mark Wright

By: Randy Carroll

Print Name: RANDY CARROLL
Its: President

STATE OF FLORIDA
COUNTY OF Walton

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this August 14, 2020 by Randy Carroll, as President of WaterColor Community Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]



Tracy L. Regan

Notary Public

Tracy L. Regan

Name typed, printed or stamped

My Commission Expires: 6/12/22